

BID OPENING
CITY OF SAN JOSE
OFFICE OF THE CITY CLERK

RECEIVED
City Clerk
Time Stamp
2009 MAY 21 P 2:58

TOTAL BASE BID 2,256,581.-

ALT NO. 1 _____

ALT NO. 2 _____

ALT NO. 3 _____

Alt No. 4 _____

Alt No. 5 _____

BID DATE: Thursday, May 21, 2009

Project Manager: Chris Mastrodicasa – 535-8350

**SAN JOSE ENVIRONMENTAL INNOVATION
CENTER PHASE I**

BIDDER NAME: Cdstate Construction Inc.

Bond ☒ Cashier's Check _____

Addendums Included ()

YES _____ NO _____

NonCollusion Affidavit

YES ☒ NO _____

San Jose Environmental Innovation Center - Phase I

BID DOCUMENTS

BID OPENING

3:00 P.M.

Thursday, May 21, 2009

Bidder: Calstate Construction, Inc.

**SCHEDULE OF QUANTITIES
FOR
SAN JOSE ENVIRONMENTAL INNOVATION CENTER – PHASE I**

ITEM	SPECIFICATION SECTION(S)	DESCRIPTION OF ITEM	TOTAL Base Bid
1.	013000	ADMINISTRATIVE REQUIREMENTS (mobilization)	\$ 79,030
2.	015000	TEMPORARY FACILITIES AND CONTROLS (erosion control)	\$ 28,000 (Fixed Lump Sum)
3.	015000	TEMPORARY FACILITIES AND CONTROLS (emergency erosion and sediment control)	\$ 30,000 (Fixed Lump Sum)
4.	012000	PRICE AND PAYMENT PROCEDURES (utility conflict)	\$ 130,000 (Fixed Lump Sum)
5.	024100, 311000	DEMOLITION AND SITE CLEARING (Hazardous Material Removal)	\$ 300,000 (Fixed Lump Sum)
6.	024100, 311000	DEMOLITION AND SITE CLEARING	\$ 27,731
7.	101400	SIGNAGE	\$ 8,437
8.	312200	GRADING	\$ 113,578
9.	320100	OPERATION AND MAINTENANCE	\$ 2,812
10.	321100	AGGREGATE BASE PAVING	\$ 28,125
11.	321200	FLEXIBLE PAVING	\$ 189,762
12.	323200	RIGID PAVING	\$ 186,055
13.	323113	CHAIN LINK FENCES AND GATES	\$ 38,279
14.	323119	DECORATIVE METAL FENCES AND GATES	\$ 86,047
Continued on next page			
Continued from previous page			

PROPOSAL TO CITY OF SAN JOSE

FOR

San Jose Environmental Innovation Center - Phase I

Name of Bidder:

The representations herein are made under penalty of perjury.

To: The City of San Jose, State of California

The undersigned, as bidder, declares that the only person or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm or corporation; that the bidder has thoroughly read and examined and has full knowledge of and understands all the provisions and contents of this proposal and the documents which must be attached hereto, the Plans approved by the Director of Public Works on 4/24/09, entitled **SAN JOSE ENVIRONMENTAL INNOVATION CENTER – PHASE I** and the Specifications approved by the Director of Public Works on 4/24/09, entitled **SAN JOSE ENVIRONMENTAL INNOVATION CENTER – PHASE I** on file in the office of the Director of Public Works of the City of San Jose in City Hall, San Jose, California; that the bidder has thoroughly examined said Plans and Specifications which are on file in the office of the Director of Public Works, and that the bidder has full knowledge of and understands said Plans and Specifications and the requirements thereof; and that the bidder has further read and understands, and has knowledge of the contents of any and all addenda to said Plans and Specifications on file; and that the bidder proposes and agrees, if this proposal is accepted, that the bidder will contract with the City of San Jose, in the form of the copy of the contract on file in the office of the Director of Public Works, to do all the work and furnish all materials specified or referred to in the contract, in the manner and time therein prescribed, and according to the requirements of the City or Director of Public Works as therein set forth, to furnish the contract, bonds and insurance specified in the Specifications, and to do all other things required of the Contractor by the contract; and will take in full payment therefor the following price or unit prices as shown in the Schedule of Quantities on the next page(s).

If the bidder or other interested persons is a corporation, state legal name of corporation, also names of the President, Secretary, Treasurer, and the Manager thereof; if a partnership, state the name of the partnership, if one exists, also the names of all the partners comprising the partnership; if any of the partners are individuals, state the first and last name of every individual in full, if any of the partners are corporations, state for each such corporation, the information required above of corporations; if any of the partners are partnerships, state for each such partnership the information required above of partners; if the bidder or other interested person is a joint-venture, state the name of the joint venture, also names of all joint venturers comprising the joint venture; if any of the joint venturers are individuals, state the first and last name of every individual comprising the joint venture; if any of the joint venturers are corporations, state for each corporation the information required above of corporations; if any of the joint venturers are partnerships, state for each such partnership, the information required above of partners; if bidder or other interested persons is an individual, state first and last names in full.

If bidder is an individual, the bidder's signature shall be placed below; if bidder is an individual, doing business under a fictitious name, the name of the individual followed by the words "doing business under (insert the fictitious name)" shall be set forth above, together with the signature of the individual; if bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers of the corporation, authorized to sign contracts on behalf of the corporation, the corporate title; that is Vice-President, Secretary, etc., should be placed below the name of the officer and the corporate seal affixed; if bidder is a partnership, the legal name of the partnership, if one exists, shall be set forth above, together with the signature of the partner or partners authorize to sign contracts on behalf of the partnership; if any of the partners are corporations, execution for such partners shall be accomplished

15.	328400	PLANTING IRRIGATION	\$ 86,646
16.	329100, 329300	PLANTING PREPARATION AND PLANTS	\$ 120,829
17.	334000	STORM DRAINAGE UTILITIES	\$ 88,874
18.	321310	PERVIOUS CONCRETE	\$ 32,045
19.	321320	PERVIOUS PAVERS	\$ 74,528
20.	321325	PERMEABLE PAVERS	\$ 10,099
21.	321330	RUBBER PAVERS	\$ 19,197
22.	329110	SILVA CELLS	\$ 43,874
23.	329105	STRUCTURAL SOIL	\$ 8,437
24.	VARIOUS (Division 2 site work and canopy and Division 2-16 canopy)	DESIGN-BUILD CANOPY	\$ 318,405
25.	160500-167250	ELECTRICAL (SITE WORK)	\$ 141,748
26.	129300, 334713	MISCELLANEOUS ITEMS	\$ 63,541
		TOTAL BASE BID AMOUNT (ITEMS 1 THROUGH 26 , INCLUSIVE) FOR THE LUMP SUM TOTAL OF:>>>>>>>>>>	2,256,581
			TOTAL Base Bid

NOTE TO BIDDERS:
The Bidder's Bond shall be at least 10% of the TOTAL BID AMOUNT Base Bid – 300 Calendar days (which shall include 60 Calendar days for maintenance) from the first chargeable day as set forth in the notice to proceed.

in accordance with the requirements set forth above for corporations; if any of the partners are partnerships, execution for such partners shall be accomplished in accordance with the requirements set forth above for partnership; if bidder is a joint-venture, the legal name of the joint venture, if one exists, shall be set forth above for partnerships. If signature is by an agent other than an officer of a corporation, or member of a partnership or a joint venture, a Power of Attorney must be on file with the City Clerk prior to opening bids or submitted with the bid; otherwise, the bid may, at the City's option, be disregarded as non-responsive.

If this proposal shall be accepted and the undersigned shall fail to contract, and to give the Contractor's Bond For Faithful Performance and the Contractor's Payment Bond required by the specifications and contract and by law, and to provide all insurance as required by said contract, within eight (8) days after the bidder has received notice from the City of San Jose, the City may, at its option, determine that the bidder has abandoned his/her contract, and thereupon this proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the City of San Jose.

In accordance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding on contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board. Signing this Proposal on the signature portion thereof shall constitute signature of this Statement.

Accompanying this proposal are the following documents completely filled in by the bidder and the same are incorporated herein by reference;

1. Cash, a cashier's check or a certified check made payable to City, or a bidder's bond executed by an admitted surety insurer naming the City as beneficiary, in an amount equal to at least ten percent (10%) of the total amount bid including all alternatives.
2. A list of subcontractors for work over one half of one percent, if any, the address of each subcontractor and the description of work to be done by each subcontractor.
3. A statement of financial responsibility, technical ability, and experience if such information is not already on file with the City.

City may at its option, request additional supplemental information after bid opening.

Bidder understands that the City reserves the right to reject any or all bids and to waive any informalities in the bidding.

The undersigned, as bidder, declares that in listing subcontractors in this bid, I have not discriminated or given any preference to any firm based on race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin. I understand that any such discrimination or preference is in violation of Chapter 4.08 of the Municipal Code.

Execution of the Non-Collusion Affidavit constitutes execution of this Bid Proposal including the above statement of nondiscrimination and, with the exception of the Bidder's Bond or Addenda, if any, no other signatures will be required.

NONCOLLUSION AFFIDAVIT

Project Title: SAN JOSE ENVIRONMENTAL INNOVATION CENTER - PHASE I.

Andrew Borrego, being first duly sworn, deposes and says that he/she is
(print name)

the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof the effectuate a collusive or sham bid.

In accordance with Title 23, United States Code, Section 112, the bidder hereby states, under penalty of perjury, that he/she has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract. Bidders are cautioned that making a false certification may subject certifier to criminal prosecution.

The undersigned declares under penalty of perjury that the information contained in this proposal and all accompanying documents are true and correct.

Executed on May 21, 2009

Calstate Construction, Inc.

Legal Company Name

Corporation

Indicate Type of Entity: Sole Proprietorship,
Partnership (General/Limited Partners),
Corporation, Joint Venture, etc.

City Business Lic. No.: 197647109

Expiration Date: 6/15/09

State Contractor Lic. No.: 856043

Classification: A & B

Expiration Date: 3/31/2011

Federal I. D. No.: 20-2278992

Address: 3680 Yate Way
Fremont CA 94538

By: [Signature]

Telephone: 510-657-1800

Title: Andrew Borrego, President

NOTARY

On 5/21/2009 before me, Amelia B Rodriguez, Notary Public, personally appeared
(name and title of officer)

Andrew Borrego who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

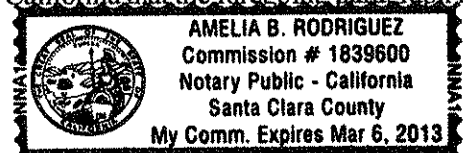
I certify under the PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

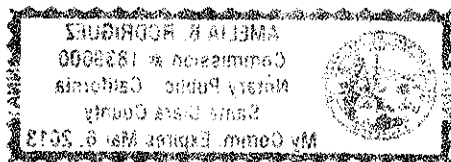
WITNESS my hand and official seal.

Signature

Notary Public

(Seal)





LIST OF SUBCONTRACTORS

Designation of Subcontractors as required in Section 2-1.15A of the City of San Jose Standard Specifications, July 1992.

NAME OF SUBCONTRACTOR	LOCATION OF PLACE OF BUSINESS	NUMBER OF EMPLOYEES	PORTION (DESCRIPTION) OF WORK
Appian	milpitas	20	siterwork
Noah	milpitas	15	concrete
AAA Fence	santa clara	7	fencing
cohen	san jose	18	landscape
Pacific	san jose	10	underground utilities
Pervious Concrete			
Enviro-Crete	citrus heights	5	Pervious concrete
Earth shelter	Lodi	10	All Pavers
Simpson	Hayward, CA	4	Engineered Building
Darden	condado	10	printing / coatings

Nation wide

presidents 1

Deltame

Italy

sacramento

for marten

bird netting

fire sprinklers

Electrician 1

STATEMENT OF BIDDER'S EXPERIENCE

The bidder is required to state below what work of similar magnitude or character the bidder has done, and to give reference that will enable the City Council to judge the bidder's experience, skill and business standing and of the bidder's ability to conduct the bidder's work as completely and as rapidly as required under the terms of the contract.

PROJECT NAME

AGENCY/ENTITY

CONTRACT AMOUNT

Please See Attached.

STATEMENT OF BIDDER'S EXPERIENCE

The bidder is required to state below what work of similar magnitude or character the bidder has done, and to give reference that will enable the City Council to judge the bidder's experience, skill and business standing and of the bidder's ability to conduct the bidder's work as completely and as rapidly as required under the terms of the contract.

PROJECT NAME

AGENCY/ENTITY

CONTRACT AMOUNT

Please see attached.

RELIABLE CONTRACTOR DECLARATION

CIWMB 168 (Revised 2/08)

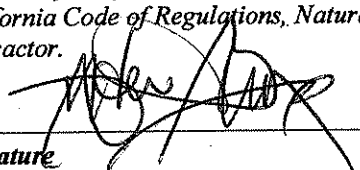
This form must be completed and submitted to City of San Jose at the time of the bid. The City will submit to the California Integrated Waste Management Board (CIWMB) prior to authorizing a contractor(s) to commence work. Failure to provide this documentation in a timely manner may result in nonpayment of funds to the contractor(s).

This form is intended to help the CIWMB's Grantees comply with the Unreliable List requirement of their Terms and Conditions.

The Unreliable List provision requires the following:

Prior to authorizing a contractor(s) to commence work under the Grant, the Grantee shall submit to the CIWMB a declaration signed under penalty of perjury by the contractor(s) stating that within the preceding three (3) years, none of the events listed in Section 17050 of Title 14, California Code of Regulations, Natural Resources, Division 7, has occurred with respect to the contractor(s). Please see the reverse of this page for a listing of events, or refer to www.ciwmb.ca.gov/Regulations/Title14/.

Please return the completed form at the time of the bid:

GRANTEE INFORMATION	
GRANTEE NAME:	GRANT NUMBER:
PRIMARY CONTACT NAME:	
CONTRACTOR INFORMATION	
CONTRACTOR NAME: Calstate Construction, Inc.	
AUTHORIZED CONTRACTOR REPRESENTATIVE NAME: Andrew Borrego	
MAILING ADDRESS: 3680 Yate Way, Fremont CA 94538	
As the authorized representative of the above identified contractor, I declare under penalty of perjury under the laws of the State of California that within the preceding three (3) years, none of the events listed in Section 17050 of Title 14, California Code of Regulations, Natural Resources, Division 7, has occurred with respect to the above identified contractor.	
Signature 	Date 5/21/09

Title 14 CCR, Division 7, Chapter 1

Article 5. Unreliable Contractors, Subcontractors, Borrowers and Grantees

Section 17050. Grounds for Placement on Unreliable List

The following are grounds for a finding that a contractor, any subcontractor that provides services for a board agreement, grantee or borrower is unreliable and should be placed on the board's Unreliable Contractor, Subcontractor, Grantee or Borrower List ("Unreliable List"). The presence of one of these grounds shall not automatically result in placement on the Unreliable List. A finding must be made by the Executive Director in accordance with section 17054, and there must be a final decision on any appeal that may be filed in accordance with section 17055 et seq.

- (a) Disallowance of any and/or all claim(s) to the board due to fraudulent claims or reporting; or
- (b) The filing of a civil action by the Attorney General for a violation of the False Claims Act, Government Code section 12650 et. seq; or
- (c) Default on a board loan, as evidenced by written notice from board staff provided to the borrower of the default; or
- (d) Foreclosure upon real property loan collateral or repossession of personal property loan collateral by the board; or
- (e) Filing voluntary or involuntary bankruptcy, where there is a finding based on substantial evidence, that the bankruptcy interfered with the board contract, subcontract, grant or loan; or
- (f) Breach of the terms and conditions of a previous board contract, any subcontract for a board agreement, grant, or loan, resulting in termination of the board contract, subcontract, grant or loan by the board or prime contractor; or
- (g) Placement on the board's chronic violator inventory established pursuant to Public Resources Code section 44104 for any owner or operator of a solid waste facility; or
- (h) The person, or any partner, member, officer, director, responsible managing officer, or responsible managing employee of an entity has been convicted by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy, or any act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance under any board contract, subcontract, grant or loan; or
- (i) The person or entity is on the list of unreliable persons or entities, or similar list, of any other federal or California state agency; or
- (j) The person or entity has violated an Order issued in accordance with section 18304; or,
- (k) The person or entity has directed or transported to, has or accepted waste tires at, a site where the operator is required to have but does not have a waste tire facility permit; or,
- (l) The person or entity has transported waste tires without a waste tire hauler registration; or,
- (m) The person or entity has had a solid waste facility or waste tire permit or a waste tire hauler registration denied, suspended or revoked; or,
- (n) The person or entity has abandoned a site or taken a similar action which resulted in corrective action or the expenditure of funds by the Board to remediate, clean, or abate a nuisance at the site; or
- (o) The following are additional grounds for a finding that, a person or entity described below should be placed on the Unreliable List:
 - (1) The person or entity owned 20% or more of an entity on the Unreliable List at the time of the activity that resulted in its placement on the Unreliable List;
 - (2) The person held the position of officer director, manager, partner, trustee, or any other management position with significant control (Principal Manager) in an entity on the Unreliable List at the time of the activity that resulted in its placement on the Unreliable List;
 - (3) The entity includes a Principal Manager who:
 - 1. Was a Principal Manager in an entity on the Unreliable List at the time of the activity that resulted in its placement on the Unreliable List; or,
 - 2. Owned 20% or more of an entity on the Unreliable List at the time of the activity that resulted in its placement on the Unreliable List;
 - (4) The entity has a person who owns 20% or more of the entity, if that person:
 - 1. Was a Principal Manager in an entity on the Unreliable List at the time of the activity that resulted in its placement on the Unreliable List; or,
 - 2. Owned 20% or more of an entity on the Unreliable List at the time of the activity that resulted in its placement on the Unreliable List.
 - (5) The entity has another entity which owns 20% or more of the entity, if that other entity:
 - 1. Is on the Unreliable List; or,
 - 2. Owned 20% or more of an entity on the Unreliable List at the time of the activity that resulted in its placement on the Unreliable List.
 - (6) Subsection (o) is not intended to apply to a person or entity that purchases or otherwise obtains an entity on the Unreliable List subsequent to its placement on the Unreliable List.

**CALSTATE CONSTRUCTION, INC.
CURRENT AND COMPLETED PROJECTS**

Project	Location	Owner	Contract Amount	Calstate PM	Complete	Owner PM	Phone #/Fax#
Rancho San Antonio Park New Maintenance Facility	7400 Joseph Road Los Altos, CA	Midpeninsula Regional OSD 330 Distel Circle Los Altos, CA	\$ 713,443.00	Andy Borrego	X	Ana Ruiz	(650) 691-1200 (650) 691-0485
4th Street Parking Garage TI Work	4th Street San Jose, Ca	City of San Jose-RDA 170 W. San Carlos San Jose, CA	\$ 294,802.00	Andy Borrego	X	David Mosher	(408) 795-1874 (408) 292-6755
Live Oak High School Canopy Replacement	1505 East Main Morgan Hill, CA	Morgan Hill Unified School District 15600 Concord Circle Morgan Hill, CA 95037	\$ 1,247,450.00	Andy Borrego	X	Al Solis	(408) 779-5272 (408) 776-0175
Guadalupe River Park TI Project	438 Coleman Ave San Jose, CA	City of San Jose-RDA 170 W. San Carlos San Jose, CA	\$ 153,250.00	Andy Borrego	X	David Mosher	(408) 795-1874 (408) 292-6755
Booksin ES Modernization	1590 Dry Creek Road San Jose, Ca	San Jose Unified School District 855 Lenzen Ave. San Jose, CA 95126	\$ 597,500.00	Justin Borrego	X	Phillip English English Management	(408) 370-3945 (408) 370-3582
Logan HS Severly Disabled Restroom Building	1800 H Street Union City, Ca	New Haven Unified School District 342 Alvarado Niles Road Union City, CA	\$ 599,600.00	Andy Borrego	X	Enrique Palacios	(510) 471-5559 (510) 489-8245
Starbird Teen Center	1050 Boynton Ave San Jose, CA	City of San Jose-RDA 200 E Santa Clara Street Tower 14th Fl San Jose, CA	\$ 2,174,000.00	Justin Borrego	X	David Mosher	(408) 795-1873 (408) 292-6755
San Leandro Adult School Site Prep for New School	1444 Williams Street San Leandro, CA	San Leandro Unified School District 1445 Juniper Street San Leandro, CA	\$ 982,500.00	Andy Borrego	X	Alaine Brown Harris & Associates	(510) 895-4675 (510) 678-5368
Cupertino High School Library Remodel	10100 Finch Ave Cupertino, CA	Fremont Union HS District 589 West Fremont Ave. Sunnyvale, CA	\$ 164,700.00	Andy Borrego	X	Sharon Serrano	(408) 522-2204 (408) 522-2234
Discovery Charter School Sitework at Anderson ES	4000 Rhoda Drive San Jose, CA	Moreland School District 4711 Campbell Ave. San Jose, CA 95130	\$ 897,777.00	Andy Borrego	X	Adam Coll	(415) 302-7035 (408) 874-2900
Agnews Cemetery Visitor Center	1250 Hope Drive Santa Clara, CA	City of Santa Clara 420 N. Winchester Blvd. Santa Clara, CA 95050	\$ 859,666.00	Justin Borrego	X	Larry DeJanvier	(408) 615-3790 (408) 244-8660
Terrell Elementary School Administration Building Remodel	3925 Pearl Ave San Jose, CA	San Jose Unified School District 855 Lenzen Ave. San Jose, CA 95126	\$ 813,333.00	Justin Borrego	X	Phillip English English Management	(408) 286-1299 (408) 370-3582
Lowell Elementary Modernization	625 S. 7th Street San Jose, CA	San Jose Unified School District 855 Lenzen Ave. San Jose, CA 95126	\$ 1,149,500.00	Justin Borrego	X	Alex Morrison PCM3	(408) 978-8059 (408) 978-8932

Newark Senior Center	7401 Enterprise Drive Newark, CA	City of Newark 37101 Newark Blvd Newark, CA	\$	752,000.00	Andrew Borrego	X	Ray Collier	(510) 790-7217 (510) 794-2307
Huff Elementary Portables	253 Martens Ave Mountain View, CA	Mountain View Whisman District 750-A San Peere Way Mountain View, CA	\$	321,988.00	Andrew Borrego	X	Jeannine Avila	(650) 526-3548 (650) 964-8907
Chabot College Sitework	2555 Hesperian Blvd Hayward, CA 94545	Chabot Las Positas Community College 5020 Franklin Drive Pleasanton, CA 94588	\$	592,950.00	Andrew Borrego	X	Estella Sanchez	(925) 485-5278 (925) 485-5278
Burnett Middle School Portables	850 N 2nd Street San Jose, CA 95112	San Jose Unified School District 855 Lenzen Ave. San Jose, CA 95126	\$	572,333.00	Justin Borrego	X	Mark Forsythe English Management	(408) 370-3945 (408) 286-1288
Milpitas Sports Center Gym	1325 E Calaveras Blvd Milpitas, CA 95035	City of Milpitas 455 E. Calaveras Blvd Milpitas, CA 95035	\$	539,705.00	Andrew Borrego	X	Joe Ezeokeke	(408) 586-3316 (408) 586-3056
Applied Thin Film-HVAC	3439 Edison Way Fremont, CA 94538	Applied Thin Film Products 3439 Edison Way Fremont, CA 94538	\$	6,800.00	Andrew Borrego	X	Dale Clark	(510) 661-4287 (510) 661-4250
Applied Thin Film- Sewer Lines	3439 Edison Way Fremont, CA 94538	Applied Thin Film Products 3439 Edison Way Fremont, CA 94538	\$	19,600.00	Andrew Borrego	X	Dale Clark	(510) 661-4287 (510) 661-4250
Colonial Acres/ Lorenzo Manor	17115 Meekland Ave Hayward, CA 94541	San Lorenzo Unified School District 15510 Usher St San Lorenzo, CA 94580	\$	1,991,500.00	Andrew Borrego		Prachi Amin	(510) 317-4844 (510) 317-7432
Lincoln Sence Modernization	555 Dana Ave San Jose, CA 95126	San Jose Unified School District 855 Lenzen Ave San Jose, CA 95126	\$	584,444.00	Justin Borrego	X	Amy	(408) 535-6071 (408) 535-2322
Hannover	4725 Hannover Place Fremont, CA	Conti Warehouse 1 Minue Street Carteret, NJ 07008	\$	33,336.00	Andy Borrego	X	Kevin Stock	(800) 526-4066 (732) 969-2057
SJSU- Industrial Studies Lab	211 South Ninth St San Jose, CA	San Jose State University One Washington Square San Jose, CA 95192	\$	1,535,000.00	Justin Borrego	X	Armondo Sanchez	(408) 924-1926
Andrew Hill Streetscape	3200 Senter Road San Jose, CA	East Side Union High School 830 North Capitol Ave San Jose, CA 95133	\$	901,347.00	Justin Borrego	X	Carolina Ospina	(408) 264-2000
Bachrodt Portable Classrooms	102 Sonora Ave San Jose, CA	San Jose Unified School District 855 Lenzen Ave. San Jose, CA 95126	\$	961,880.00	Andrew Borrego		Mark Cassini Englis Management	(408) 286-1299
Overfelt & Yerba Buena H S	1835 Cunningham Ave San Jose, CA	East Side Union High School 830 North Capitol Ave San Jose, CA 95133	\$	1,275,500.00	Justin Borrego		Leroy Christopherson FMP&O	(800) 214-1816

BIDDER'S BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Calstate Construction, Inc. as PRINCIPAL, and The Guarantee Company of North America USA, a corporation duly organized under the laws of the State of Michigan and duly licensed to become sole surety on bonds required or authorized by the State of California, as SURETY, are held and firmly bound unto the City of San Jose (hereinafter called the "City"), in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the City of San Jose, for the work described below; for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In no case shall the liability of the Surety hereunder exceed the sum of ten percent of the bid amount--- DOLLARS (\$ 10%---).

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above mentioned bid to the City of San Jose, for certain construction specifically described as follows, for which bids are to be opened in the Office of the City Clerk, City of San Jose, City Hall, 200 E. Santa Clara St., Wing 2nd Fl., San Jose, CA 95113, on May 21, 2009 for SAN JOSE ENVIRONMENTAL INNOVATION CENTER - PHASE I

NOW, THEREFORE, if the aforesaid Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to Principal for signature, enters into a written contract, in the prescribed forms, in accordance with the bid, and files a Faithful Performance Bond and a Contractor's Payment Bond, and files the required insurance policies with the City, all as required by the specifications and the contract or by law, then the obligation shall be null and void; otherwise it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

In the event suit is brought upon this bond by the Obligee and judgement is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 21st
day of May, 2009.

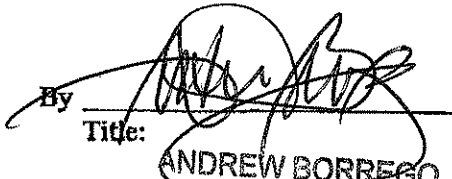
PRINCIPAL

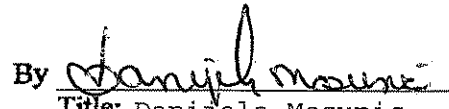
SURETY

Calstate Construction, Inc.
Legal Company Name

The Guarantee Company
of North America USA
Legal Company Name

Corporation
Indicate Type of Entity

By 
Title: ANDREW BORREGO, PRESIDENT

By 
Title: Danijela Mosunic
Attorney-In-Fact

By _____
Title:

By _____
Title:

(Affix Corporate Seals)

(Attach Acknowledgments of both Principal and Surety signatures)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Santa Clara

On May 21, 2009 before me, Sarah M. Lorincz, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Danijela Mosunic

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity~~(ies)~~, and that by ~~his/her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal Above



OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer Is Representing: _____

THE UNIVERSITY OF MICHIGAN
LIBRARY
ANN ARBOR, MICHIGAN
48106-2003
JUN 11 1984





THE GUARANTEE COMPANY OF NORTH AMERICA USA
Southfield, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

*Danijela Mosunic, Patricia Simicich, Charles M. Griswold, Francis E. Cook
Arthur J. Gallagher Risk Management Services - Cupertino*

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 31st day of December 2003, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 13th day of November, 2007.

THE GUARANTEE COMPANY OF NORTH AMERICA USA



STATE OF MICHIGAN
County of Oakland

Stephen Dullard, Vice President

Randall Musselman, Secretary

On this 13th day of November, 2007 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2012
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.

IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 21st day of May, 2009.



Randall Musselman, Secretary

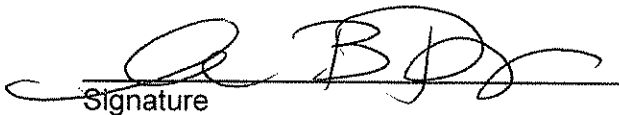
ACKNOWLEDGMENT

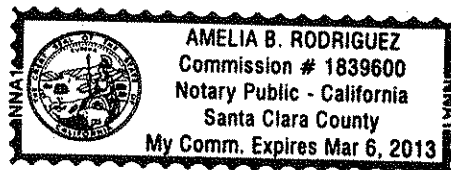
State of California }
County of Alameda } SS.

On May 21, 2009 before me, Amelia B Rodriguez, Notary Public, personally appeared Andrew Borrego, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Signature



(see!)

OPTIONAL INFORMATION

Date of Document

05/21/09

Type or Title of Document

Bid Bond

Number of Pages in Document

1

Document in a Foreign Language

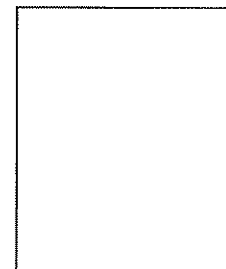
Type of Satisfactory Evidence:

- ☒ Personally Known with Paper Identification
☐ Paper Identification
☐ Credible Witness(es)

Capacity of Signer:

- ☐ Trustee
☐ Power of Attorney
☐ CEO / CFO / COO
☒ President / Vice-President / Secretary / Treasurer
☐ Other: _____

Thumbprint of Signer



☐ Check here if
no thumbprint
or fingerprint
is available.

Other Information: _____

